

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-77-T - ORDER NO. 2020-379

JUNE 5, 2020

IN RE: Application of Thompson & Webster, LLC) ORDER AMENDING
d/b/a Two Men and a Truck of Augusta for) CERTIFICATE NO. 9719
Approval to Amend Its Tariff, and Scope of) AND APPROVING
Authority (See also Docket No. 2001-429-T)) TARIFF CHANGES

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Thompson & Webster, LLC d/b/a Two Men and a Truck of Augusta (“Thompson & Webster” or the “Company”) to amend Class E (Household Goods) Certificate of Public Convenience and Necessity No. 9719 from its current operating scope – Aiken, Edgefield, and McCormick Counties – to statewide authority. The Company also seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of its current tariff.

By letter dated March 4, 2020, the Clerk’s Office of the Commission instructed Thompson & Webster to publish, by March 19, 2020, a Notice of Filing (the “Notice”) in newspapers of general circulation in the areas affected by the Application. Among other things, the Notice provided details of the Application and advised any person desiring to participate as a party of record to file a Petition to Intervene. The Company filed its Proof of Publication with the Commission on April 14, 2020, demonstrating that the Notice was timely published pursuant to S.C. Code Ann. Regs. 103-132 and 103-817(C)(3)(a) and in

accordance with the instructions set forth in the March 14, 2020 letter of the Clerk's Office.

No person intervened as a party of record.

The South Carolina Office of Regulatory Staff ("ORS") completed a review of the proposed tariff and submitted its findings to the Commission on April 23, 2020. ORS' Impact Study revealed that the Company was in compliance with the Commission's rules and regulations at its compliance review on April 14, 2020. Furthermore, ORS advised that Thompson & Webster is currently in compliance with Annual Report and Gross Receipt filing requirements and no consumer complaints have been filed against the Company within the past twelve months.

Lastly, ORS compared the tariff modifications against the South Carolina Tariff Bureau rate. Where Thompson & Webster's proposed tariff rates were above the rates of the South Carolina Tariff Bureau, we note that no other parties have filed in opposition to the rates proposed by the Company.

The evidentiary hearing was held virtually on May 13, 2020. The Honorable Comer H. "Randy" Randall presided at the hearing. Thompson & Webster was represented via videoconference by John J. Pringle, Jr., Esquire. ORS, a party of record pursuant to S.C. Code Ann. § 58-4-10(B) (Supp. 2019), was represented via videoconference by Jenny Pittman, Esquire.

Thompson & Webster presented the testimony of Robert Michael Thompson, owner of the Company. He testified in support of the Application, explained the Company's request to amend its operating scope, and described the Company's various changes to the terms and conditions of its tariff. Mr. Thompson testified that he has been

with the Company since it was first certificated by the Commission in Docket No. 2001-429-T. Since the Company began operating in 2002, it has added trucks, equipment, and employees. Mr. Thompson testified that the Company has the equipment and resources to provide intrastate moves statewide, and that the Company receives numerous calls and requests for intrastate moves that it is not authorized to perform. Additionally, Mr. Thompson testified that the Company is in compliance with all statutes and regulations and intends to maintain that compliance.

On February 26, 2020, Thompson & Webster moved to present the shipper witness testimony of Margaret Durst by affidavit. The Commission granted this request by Order No. 2020-16-H. Ms. Durst, a licensed real estate agent in South Carolina and Georgia, encounters household goods movers who do intrastate moves in South Carolina and states her clients have had to schedule moves around the availability of movers, especially during the spring and summer months. Aff. ¶¶ 7-8. She believes the market can support another household goods carrier with statewide authority and has referred moves to Thompson & Webster over the last 19 years, to her satisfaction and the satisfaction of her clients. Aff. ¶¶ 11-13.

ORS did not prefile testimony. By letter dated May 12, 2020, ORS stated it “is of the opinion that [Thompson & Webster] will continue to meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012).”

The Commission finds and concludes that Thompson & Webster is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and

S.C. Code Ann. Regs. 103-133. After consideration of the evidence in this case, we also find that the public convenience and necessity are not already being served by an existing authorized service. With respect to the proposed tariff, the lack of opposition, and the results of ORS' Impact Study, we conclude that the amended tariff proposed by the Company is just and reasonable for the Company and its customers.

Therefore, the Application of Thompson & Webster, LLC d/b/a Two Men and a Truck of Augusta should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Thompson & Webster, LLC d/b/a Two Men and Truck of Augusta to amend its Class E (Household Goods) Certificate of Public Convenience and Necessity No. 9719 by changing the scope of operating authority from between points and places in Aiken, Edgefield, and McCormick Counties to points and places throughout South Carolina is approved.

2. Thompson & Webster's request to amend its tariff is approved.

3. Thompson & Webster's Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively.

4. The Company shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et. seq.*, as amended, and by S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for

Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

5. Upon compliance with S.C. Code § 58-23-10 *et seq.*, and the applicable Regulations for Motor Carriers, an amended Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

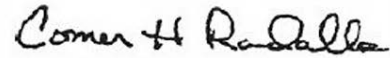
6. The motor carrier's services authorized by this Order will not be provided prior to compliance with the above-referenced requirements and receipt of such amended Certificate.

7. Failure of the Company to either (1) comply with all statutory and regulatory requirements within ninety (90) days of the date of this Order, or (2) request and obtain from the Commission additional time to comply with the requirements, shall result in this Order granting the Application to become null and void and the Application shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

8. Should the Company fail to meet the requirements of this Order, ORS is requested to furnish the name and docket number of the Company to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the docket will be closed.


This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Comer H. "Randy" Randall, Chairman

ATTEST:



Jocelyn Boyd, Chief Clerk/Executive Director

REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES
WITHIN THE STATE OF SOUTH CAROLINA

Revision Proposal: February 2020

Effective Date:_____

COMPANY INFORMATION

Thompson & Webster, L.L.C.
d/b/a Two Men and a Truck of Augusta
3520 Wrightsboro Road
Augusta, GA 30909
(706) 364-1754
info0120@twomen.com

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Thompson & Webster, LLC

South Carolina Household Goods

Tariff

d/b/a Two Men and a Truck of Augusta

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 3 and 4 would be 3.1.
- B. Revisions. Revision appear in the lower part of the page with an effective date. This is used to determine the most current revision on file with the South Carolina Public Service Commission.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 1.
 - 1.1
 - 1.1.1
 - 1.1.1.A.
 - 1.1.1.A.1.
 - 1.1.1.A.1.(a)
 - 1.1.1.A.1.(a)(1)
 - 1.1.1.A.1.(a)(1)(i)
 - 1.1.1.A.1.(a)(1)(i)(1)

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APPLICABILITY OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moves by Thompson & Webster, L.L.C.. These services are furnished between points and places in South Carolina

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SECTION 1 - TRANSPORTATION CHARGES

1.0 Transportation Charges include the hourly rates as listed below.

1.1- Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Two Men and a Truck office location, and the clock stops when the movers return back to the office once they have unloaded at the customer’s new home. Hourly charges are determined by the travel mileage from the shippers origin (load location) to the shippers destination (unload location), plus actual travel time.

Hourly Rates- Weekdays (Monday-Thursday)

<u>Number of Movers</u>	<u>0-50 miles</u>	<u>51+ miles</u>
One Mover- Truck	\$90.00	\$105.00
Two Movers- Truck	\$125.00	\$140.00
Three Movers- Truck	\$155.00	\$170.00
Each Additional Mover	\$45.00	\$45.00

Hourly Rates- Weekends (Friday-Sunday)

<u>Number of Movers</u>	<u>0-50 miles</u>	<u>51+ miles</u>
One Mover- Truck	\$100.00	\$115.00
Two Movers- Truck	\$135.00	\$150.00
Three Movers- Truck	\$165.00	\$180.00
Each Additional Mover	\$45.00	\$45.00

NOTE: Additional trucks over one will be billed accordingly in the rates listed above.

1.2- Minimum Hourly Charges:

Monday- Thursday	Two-hour Minimum Charge
Friday, Saturday, Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three-hour Minimum Charge

Customers will be charged the applicable minimum for the day should they cancel/reschedule within 48 hours of their scheduled move date.

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Fractions of an hour on charges based on hourly rates will be disposed of as follows: Where the time involved is 15 minutes or less the charge shall be for one-quarter hour. When in excess of the 15 minutes but not more than 30 minutes the charge shall be for one-half hour. When in excess of 30 minutes but not more than 45 minutes the charge shall be for three-quarters hour. When in excess of 45 minutes and not over one hour the charge shall be for one hour. If customers cancel within 48 hours of their move, the Company will charge the applicable minimum for the day.

Customers are not charged an additional fee for overtime labor.

The Hourly Rates follow:

The Company has not elected to tariff separate charges for fuel.

1.3- Governing Publication

The Company's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

1.4- Bill of Lading, Contract Terms, and Conditions

Each Customer will be provided with a Copy of the Company's Bill of Lading.

1.5- Delays

The Company shall not be liable for any damages or losses resulting from delays in transporting a shippers goods resulting from an act of God, fault or neglect of any unforeseen circumstances.

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SECTION 2 - ADDITIONAL SERVICES

2.0 The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff, in connection with a move involving additional items:

2.1- Bulky Article Charges (transported set-up, not dismantled) (per item)

Jacuzzi/Hot Tub/Whirlpool Spas	\$150.00
Big Screen Television	\$ 75.00
Fireproof File Cabinet/Floor Model Copier	\$ 90.00
Gun Cabinet- 349 Lbs or less	\$ 100.00
Gun Cabinet- 350 Lbs or more	\$ 150.00
LCD and Plasma TV's, (40" or more in measurement – diagonally)	\$75.00
Riding lawn mowers	\$120.00
Golf Carts/Motorcycles/4-Wheelers	\$150.00
Tanning Beds	\$150.00

Should the Customer request a move solely for one of the above-referenced items, the Company will charge the above-listed rate for the first hour, followed by the "straight-time" hourly rate of the movers conducting the move, measured in fifteen-minute increments.

The Company reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. The Company specifically declines to move slate-top pool tables.

Elevator or Stair Carry

2.2- The Company does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1. above.

2.3- Excessive Distance or Long Carry Charges

The Company does not charge an additional fee for carrying articles an excessive

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distance from the motor vehicle.

2.4- Packing and Unpacking

2.4.1- The Company does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1.1 plus the listed price of packing materials, including sales tax on the materials.

2.4.2- The Company is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled.

2.5- Piano Charges

When moving a piano, in connection with a move involving additional items:

Spinnet/Upright	\$90.00
Baby Grand	\$150.00
Grand	\$200.00

Should the Customer request a move solely for one of the above-referenced items, the Company will charge the above-listed rate for the first hour, followed by the "straight-time" hourly rate of the movers conducting the move, measured in fifteen-minute increments.

2.6- Pick-Up and Delivery, Extra

The Company does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.7- Waiting Time

The shipper is charged the rates specified in Section 1.1 for all waiting time or delays not the fault of the carrier. Also reference Section 2.10.

2.8- Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connecting articles or appliances such as freezers, refrigerators,

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computer equipment, washers, dryers, televisions, entertainment systems and similar articles. The Company does not disconnect or reconnect the shipper's appliances and articles.

2.9- Overnight Storage

An overnight storage charge of a customer's items on a truck will be charged at a rate of \$300 per night (per truck).

2.10- Holding Fee

If there is a delay on move day not caused by the company, and the customer needs the items held on the truck for a portion of the day the service is being performed in excess of 2 hours but no more than 4 hours, then the customer will be charged a fee of \$200.00.

2.11- Lodging and Per Diem

For moves that require shipments to be performed which result in our employees staying overnight on the job, a Lodging and Per Diem fee of \$250.00 for two movers and \$350.00 for three movers will be charged per night.

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SECTION 3 - RULES AND REGULATIONS

3.0 Rules and Regulations

3.1- Claims

- 3.1.1- All claims for loss, damage or overcharge must be written and should attach the bill of lading. If damages are caused by our services, we reserve the right to repair the damage(s) in question. If we determine the damage(s) in full, or part, cannot be repaired, the Company will settle the claim(s) based on the level of coverage chosen by the customer in sub-sections 3.1.4 and 3.1.5.
- 3.1.2- Claimant must immediately notify carrier of all claims for concealed damage. Carrier must be given reasonable opportunity to inspect damaged items in original packing.
- 3.1.3- Claims should be submitted to the carrier within 96 hours of receipt of goods.
- 3.1.4- RELEASED VALUE- Basic valuation and no additional Charge to the customer. This option provides for the reimbursement for loss or damage item(s) on a move at \$0.60 cents per pound per article and is based solely on the weight of the lost or damage article(s). Claims to any property and/or structure, to include but not limited to, walls, floor coverings, doors, door frames, light fixtures, driveways, yards, fences, and similar items. are limited UP to \$200.00 per contract.
- 3.1.5- REPLACEMENT VALUE- Full Value Protection and provides coverage based on the replacement cost at the time of loss or damage. The customer must declare a minimum of \$5,000 per room they are moving. A 10 x 10 storage, or equivalent, will constitute one room for valuation purposes. The customer will have the option of choosing a \$0 deductible option or a \$300 deductible option for a premium cost. Claims to any property and/or structure, to include but not limited to, walls, floor coverings, doors, door frames, light fixtures, driveways, yards, fences, and similar items. are limited up to \$400.00 per contract.

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All damage(d) items reimbursed for or replaced at fair market value will become the property of the Company under the Replacement Value Option.

3.2- Limitations

The Company will not accept claims for items not in our control or by special request by the shipper to perform. This includes, but not limited to, internal electronics or mechanical components of items, particle/engineered furniture, or items assembled prior to the service that were done improperly by the shipper.

3.3- Items of Particular Value

The Company does not assume any liability whatsoever for documents, currency, money, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. The Company will not accept responsibility for safe delivery of such articles if they come into the Company's possession with or without the Company's knowledge.

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SECTION -4-- PROMOTIONS

- 4.0- The Company shall apply the following promotions, in a uniform and nondiscriminatory fashion:

Military

A promotional rate equal to ten percent (10%) off the hourly rates from: October 1st- March 31st ; five percent (5%) off the hourly rates April 1st- September 30th for service charges for labor on moving, packing and unpacking, as well as extra chargeable items listed herein will be applied for Customers who are active duty military or disabled veterans and can provide proper proof of same.

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3520 Wrightsboro Rd
AUGUSTA, GA 30909
Phone: 706.364.1754



TWO MEN AND A TRUCK®
“Movers Who Care.®”

Each franchise independently owned and operated.

0120-17356

U.S. DOT No.955615
GADMVS 205667
SCPSC 9719

Customer, Test
(987) 654-3210 (Mobile)
null@null.com

Move From

191 Scott Simmons Circle
Aiken, SC 29803
Notes:
Odometer Start: _____

Move To

176 Pendula Ct
Aiken, SC 29803
Notes:
Odometer Stop: _____

Service Date: 5/14/2020
ETA: 8:00 AM - 9:00 AM
Sales Order #: 0120-000032242
Zone: Local
Cust. Type: Home
Service Type: Move
Estimate Date: 05/13/2020
Estimator: After, Hours
Scheduler: After, Hours
Truck: 10

Customer agrees to estimate based on the terms listed below and performance of listed services:

Customer signature: _____ Date: _____

	Service	Hours	Qty.	Rate
	Move			
Est.	2 Men / 1 Truck	5.00 to 7.00	1	\$120.00
Act.				

Service/Item

Estimate

Actual

Services	_____
Extras	_____
Subtotal	_____
Boxes & Supplies	_____
Sales Tax	_____
Adjustments	_____
Reason: _____	
Subtotal	_____
Tip	_____
Total	_____
Amount Received	_____
Total due	_____

Bedroom - 2	Total Cubic Feet: 25.00 Total Weight (lbs.): 175.00
Dining Room - 1	Total Cubic Feet: 282.00 Total Weight (lbs.): 1974.00
Patio/Outdoor - 1	Total Cubic Feet: 129.00 Total Weight (lbs.): 903.00

5/14/2020							
Movers	Depart	Arrive	Down	End	Return	Total	Activity

_____ I have read and understand the Pre-Move Confirmation Letter and Moving Services Agreement. I agree to the Terms and Conditions contained
Customer Initials Driver Initials in both and agree to have **TWO MEN AND A TRUCK®** provide services pursuant to these terms.

_____ Home/Business Walk-Through: I have inspected the location(s) my items were loaded from and verify all requested items (boxes, furniture,
Customer Initials Driver Initials etc.) have been placed on the truck and/or Internal Moving was completed as requested.

_____ Truck Release/Truck(s) # _____. I have inspected the truck in which my items were transported. I verify all items have been removed from
Customer Initials Driver Initials the truck. **TWO MEN AND A TRUCK®** is not responsible for missing items should you elect not to inspect the truck.

Terms and Conditions: THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON OR ON THE SUPPLEMENTAL MOVING SERVICE AGREEMENT, SHIPPER HEREBY RELEASE THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING _____. THE CARRIER• S LIABILITY FOR LOSS AND DAMAGE WILL BE .60 CENT PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.
SIGNED: _____ DATE: _____

Service Completion Confirmation

Customer signature: _____ Date: _____ **TWO MEN AND A TRUCK®:** _____ Date: _____

Payment Options

☐ Cash: \$ _____

☐ Check: \$ _____ ☐ Check: # _____

Driver's License # _____ Phone _____

I authorize **TWO MEN AND A TRUCK®** to charge my credit card \$ _____

☐ VISA ☐ MasterCard ☐ AMEX ☐ Discover

Card # _____ Exp _____ CVV _____

Billing Address _____ ST/PROV _____

Postal _____ Auth# _____

Customer Signature _____ Date: _____